PRESERVED

App. F. IX-4

1935-6
(Itc)

File No. 341-35
Serial Nos. 1-8

Previous References
Itc 320-35 (1-2)
Itc 114-32 (1-2, 5-8)

Letter References.
Itc 341-35
Jfc: 71-37 & 6
" 1-39 (7-10)

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. Eight

1 (10)

Part B for July 37

SUBJECT.

Opening of a "Mysore Emporium" in Bangalore City by messrs. M. A. T Achaya & Co

D 615-20 of 21-7-37
to Dir Itc "Comply from
WD 0418—GPB—22,500—29-8-36 Chairman Govt Silk
factory
W Chairman Govt Soap
factory
Dir O. of Ch. Con

1) Direct with supply of articles from
2) Information concern to the emporium

For previous note and Correspdce please see Ufe 320-35

Opening of a Mysore Emporium in Bangalore city (1-2)
(– Agency of Messrs M A T Acharya & Co.) 6215

Ufe 341-35 (1)

Sl No

From the Director of I & C.
Letter No D 2 – 335/35-36. dy 17.6.36

Forwards copies of correspondence in A Messrs M. A. T. Acharya & Co, B'lore city, on the above subject, & recommends in the circumstances stated that Art-ware, Silks, Porcelain & Electric Factory Goods may be supplied to them on consignment account to the extent of Rs 5000, for exhibition & Sale by the Agents.

(16) Messers M A T Acharya & Co have already furnished a security to the extent of Rs 5000/– in respect of their agencies for Soaps & Silks. The Director recommends (1) that the articles of other concerns may be supplied to them on consignment account, without insisting on further security & without prejudice to the permanent sales arrangements already made with them & that these arrangements may be for a period of two years to begin with Subd for orders.

bpc 98
26/6/36

(14) Please put up all these proposals together & submit as ordered by the Dir: C. & I. on another file today 26/6/36

16 Subd as directed at para 15. P. U. D I

Contains the proposals regarding the starting of a 'Mysore House' by Mr Narasimha Iyengar, of Nallesvaram

✓ Alternative proposals for the opening of a 'Khadi Emporium' or 'Khadi House' at Bangalore City

entailing an annual expenditure of Rs 5000 by Govt. (Please see paras 1 to 4 for details)

(19) The other proposal is to entrust the exhibition & sale of the Khadi products (Men khan coats & Silks) to the present agents, viz Messrs M.A.T. Acharya & Co, of Bangalore, on Consignment account, to the value of Rs 5000. (Subject to Pdt. 26/6/36

20) So far as Bangalore is concerned there appears to be no need to start such Emporium as are now proposed.

D/ 27/6/36

Dev: Secy)

21 The sales in the depot at the Bangalore Cantonment are not commensurate with the expenditure. Even if we have two shops there it would be best to have it under one management. The Director may be requested to investigate if he can arrange from private persons or firms hardly to be an entrepreneur scheme.

See Note

Mr. 3.7.36.

Sec 3.7.36.

(22) DM 6/7/36.

MW 7.7.36.

Sec. 7.7.36

(PUD II)

85-34 29/6

OFFICE OF THE SECOND MEMBER OF COUNCIL
4 JULY 1936
No. 59

5661

Proposals for opening 'Mysore Emporium' or 'Mysore House' in the Bangalore city

General & Revenue Secretariat. | File No. | of 193 | [App. F. III–2

Serial No.	
(23)	Draft submitted for consideration by PS to S/7
	Sd/- illegible 10.7.36
	MW. 11.7.36
	(24) Issued C.I. 13.7.36
2	Letter No D. 319 A 16.7.36 from the Dir. of Ind. & Comm. calls for revised proposals in the matter of opening 'Mysore Emporium' in Bangalore city
3	From the Director of Ind. & Comm. D.O. No A2 338/35-36 dt 29.7. States that he is of opinion that the proposals of Mr M.A.T Acharya to open an Emporium in Bangalore city are most suitable, as they do not involve expense to Govt, as against the scheme of Mr Narasimha Iyengar, & that the proposals of Messrs M.A.T Acharya may be sanctioned for six months to begin with
	(25) The proposals of Messrs M.A.T Acharya are at flag P.U.D II
	(26) The Director is of opinion that these proposals may be approved tentatively ~~& after~~ ~~undertaking~~ the working of the Emporium may be watched for 6 months & if the results are satisfactory the A.D.C depot at Bangalore

NOTE—Contn. Sheet.

Mysore Emporium in Bangalore city

603

Y/L File No. 341 of 193 5 — General and Revenue Secretariat

may be transferred to the Emporium for which separate proposals would be sent later on

of Subs for orders both referred to paras 21 & 22 above by Rly. 7/8/36

28 Re D&S proposal may perhaps be accepted in the circumstances explained. He does not propose to take additional security for the firm stamps and stationery stocks of the value of Rs 500 or are proposed to be supplied as items on consignment account. On this point the Rly may be consulted.

1006 41.8

D&S Secy 4.8.36

29 The Director's proposal may be agreed. The firm having been in association with the Emporium for the security may be waived.

Secy Mysore

Rly 6.8.36

FINANCE DEPARTMENT G.O.No. F. 347

Secy 6.8.36

30 It is stated under that Messrs M.A.T. Acharya has furnished Rs 5000 as security for business connection on account of sandal oil etc. Information may kindly be furnished about the total

Mysore Emporium in Bangalore City

Ge 341-35.

Fe 82 2

money credit (Supply of Soaps, Sandal oil) allowed to him against the said security.

MW
7/8

(31) Mr. Nimmi Mukerji fixed and unfinished articles of over 5000 rs value will be an encroachment with him. In the case of the proposed emporium we can arrange for the daily audit of all receipts and periodical checks.

H. Secy

MW.
8.8.
Ley.
8-8-36

(32) May be approved. The security of Rs 5,000 may be treated as a cover for the articles intended for the Emporium also, deed, if any, being revised accordingly.

MW
11/8.
MW.
11-8.
Ley
12.8.36

Secy Revenue

(33) I agree. Keep file & Dewan

Rec
13/8/36

Dewan

MW.
13.8.36.
Ley.
13.8.36

By 15/8

MW
15.8.
Ley
15-8-36

Typing Sup
We.
to put up a
typed draft
by
19/8

Draft Sd

19/8

36) Fair draft
Ley.
19.8.36

FINANCIAL SECRETARIAT
U.O.No. Fi. 370
10. AUG. 1936
* BANGALORE. *

OFFICE OF THE
SECOND MEMBER OF COUNCIL.
12 AUG. 1936
No. 1059

DEWAN'S OFFICE
193E
No. 347

TYPING SECTION
20. AUG. 1936
GENL & REV. BRCTT

Organisation of the Depot Emporium at Bangalore

Dr. 241 - 35.

37) Typed draft sent.
Ku 21/8

Dy Secy 21.8.36

38) MW. 30.8.36.

1489 21/8

39) Issued. 31-8-36

40) Financial Secy. has agreed.

41) Draft and fair Rules. P.P. cm. 460

42) Issued

43) MW 5/9

G.O. No. D. 1729-33 D. 4-9-36

To. The Dir. &c.
" Comptr. Govt. F.D.
" Chief Conservator
" Mr. A.V. Ramanathan, Officer in charge of the Porcelain & Elec. Factories.
" Secy. to Govt. Elec. Dept.

Sanctions the proposal of the Dir. for a period of 2 years. and calls for report on the working of the scheme at the end of six months.

From the Dir. &c
No. D2-338/35-36 & 18-3-37

Sec B Mr 10-3-37

Ku 1479

Reports the action taken by Messrs. Venkataramiah & Co. T. Acharya & Co Bangalore to open the Depot Emporium in the Central Hall of the Dt. Bd. Office buildings and recommends that the condition requiring them to remit the realisations every day may be modified to every week end Saturday and that the rate of commission collected on the several articles of Port Cameron sanctioned

4) The condition requiring the agents to remit the realisations daily may also be modified as proposed by the Dir. be sanctioned.

5) The rates of commission proposed for the agents compare favourably with those of the Depot Emporium at Bombay in some respects.

6) Submit for orders with reference to para 3 supra.

Dy Secy 1.4.37

1 1 SEP. 1936
DEVELOPMENT BRANCH

700 V 1/4

Mysore Emporium at Bangalore City

General and Revenue Secretariat. File No. 341 of 193 [illegible] [App. F. III—2

Serial No.

B

4) The Comm. Adviser's remarks may be obtained on the draft copy

MW. 6.4.37

L.no no 385 dt 34-37 dt 5-4-37

6.4.37

4) forwarded, with compliments, to the Govt. Advocate, for favour of remarks.

By Order

Kiwwaaji

for Secretary to Govt.

Ind. Dept.

Ltr. 114-32(1.25-4)

dtd 9i/36-37 dt 8-4-37

7-4-37

L.O. No. 174/36-37 dt 18.4.37.

Returned with compliments.

4.4 The Director of Industries & Commerce in Mysore sent a draft of the Agency Agreement together with a copy of the Order of the Government with his letter No. D2-338 of 35-36 dated the 18th March 1937.

5) I scrutinised the draft and sent it back suggesting some modifications. A copy of my letter No. 722 dt 16.4.37 to him, is herewith sent.

T

Mukundarao

Government Advocate.

CSN/16.4.37

18/4

19/4

5) The Dir. may perhaps be asked to revise the draft agreement in the light of the Govt's remarks and submit it for the Govt's consideration.

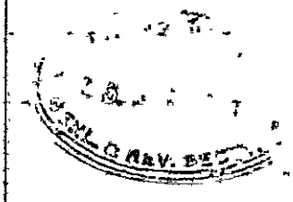
5) Submitted with a draft for consideration.

NOTE—Contn. Sheet.

WP 0417 GPB—30,000—8-9-36

Serial No.

53) Refer - para 47.
4/4
Sec Leg) 22.4.37
Sup/Home
UU
22/4/37
4
22.4.37



To the Dir. IRC
No. D. 7131 dt 26.4.37

Request that the draft agreement may be revised in the light of the Govt Advocate's remarks in his letter No 322 dt 16.4.37 taken and resubmitted for the consideration of Govt.

From the Dir. IRC
No 32-338/35-36 dt 26.4.37

State that the modification proposed by the Govt Advocate on the draft agreement will be duly incorporated and the agreement for executed hereafter. Appeal to the modification of the clause relating to the remittance of sale proceeds.

55) The modifications in the agreement suggested by the Govt Advocate have been accepted by the Dir. and the revised agreement sent up. How may it please be approved.

K

Opening of a Depot Emporium at Bangalore City by Hyd. M.A.P. Assn. etc.

General and Revenue Secretariat | D/C File No. 341 of 1935. | [App. F. III—2

Serial No.

X

5b) The Q. of 4-9-36 re remittances & Sale proceeds requires the modification that the remittances may be weekly instead of daily

Submit for orders.

RECEIPT OF THE SECOND MEMBER OF COUNCIL. 1 MAY 1937 No. 7868

Ks 30/4

57) To the Treasury Officer

Weekly credit may hereafter be allowed subject to the condition that where the receipts for sales exceed Rs 500/- ~~(or Rs 1000/-)~~ during the week, the collections shd be remitted to the Treasury officer

dw key 30.4.37

776 30/4

58) May be approved.

Second Mr) 30/4/37

1.5.37

59) I shall be glad to speak to the Dewan Sahib

60) The method of accounting which is proposed is very inconvenient. Why not debit the firm with the value of goods supplied and credit the value of goods returned monthly?

3/5/37

61) (Dewan Sahib discussed this Q" with the Mr Bros WR 7/5)

NOTE—Contn. Sheet.

WD 0417—GPB—30,000—3-9-35

62) Forwarded M.O. W/C WR 4/5/37

(2) Mysore Emporium in Bangalore City

File No. of 193 | General and Revenue Secretariat

Serial No.

to the Dir I & C. Mr S.A. Srinivasan of M/s M.A.T Acharya & Co told me that he had no objection to the adoption of the method suggested in the member's minute above. Under the proposed arrangement the goods would be supplied not on consignment a/c but on in the case of an outright sale, subject however, to the cond that M/s M.A.T Acharya & Co should be at liberty to return the goods so purchased when credit note would be issued in their favour for the full value of the goods so returned.

(3) Proposals may be subd for the consd of Govt re the consequential changes in the methods of accounting, etc, under the new procedure.

W.Ramaiah

8/5/37

W.D. No. 100/36-37.

20-25-4237-7936-8.
8.5.1937
and
Temp 1144-32
(1-25-5)

8.5.37

Returned with Compliments:-

I have consulted Mr. S.A.Srinivasan in regard to the revised method of accounting for the goods supplied to the "Mysore Emporium" suggested in the minutes of the Member. He is agreeable to the change suggested. He also stated that it would be very convenient for him to pay the sales realisations to the Mysore Bank for credit of the "Dewan's Deposit Account" instead of to the State Huzur Treasury. This may be accepted. The draft agreement has been revised in the light of the Member's minutes and the suggestions of the Development Secretary and the Government Advocate and a copy of the same is placed on the file for kind approval of Government.

Director.
26-5-1937.

OFFICE OF DIRECTOR. I. & C. No. 1224 DATED 5/37

2 MAY 1937

ATR)

1715

Establishment of a "Depot Emporium" at Bangalore etc. Question. M.A.T. Debate re

General and Revenue Secretariat — &c File No. 3 [illegible] of 1935. — [App. F. III—2

11

Serial No.

(a) Para 5 of the draft agreement fixes a period of 4 months for the return of the unsold stock with the agents. The period may perhaps be fixed at 3 months to be in conformity with the 3 months prescribed for termination of the agency.

(b) The draft agreement will, if approved, be sent to the Govt. Advocate for remarks, if any.

(c) Submit for orders. Vide paras 62 & 63, supra.

Sd/- [illegible]
2-9-35

(d) The Company may perhaps be consulted regarding the proposal to create the realisation of the Lawful deposit because the agreement as stated to have been drafted in consultation with Govt. Advocate. Still it seems advisable to send it on to him for further scrutiny

Sd/- [illegible] 29.5.37

8592/116

69/MW. 16.6.37

Sd/- [illegible]

2nd No. 487 M.G.36-37 D. 15/6/37

(e) forwarded unofficially with compliments to the Govt Advocate for favour of further scrutiny

Dft 114-32 C 12.5.37

B O
K Kumara
for Devlec
17/6/37

NOTE—Contn. Sheet.

WD 0417—GPB—30,000—8-9-36

W

6904

re File No. 344 of 1935.

General and Revenue Secretariat

Serial No.

Returned with compliments.

G.O.No 7/37 dt 7.7.37

71) The incongruity of a longer period given in para 7 of the draft for the option to return has already been noticed in para 65 of the file.

72. The word "Supply" in the last line and in the 4th from that line in the same paragraph 7 page 2 of the draft may have to be substituted by the word "Sale" now that the consignment basis is replaced by a basis of sale with an option for return.

73) In line 5, para 7, page 3, words "To the account of the Dewan of Mysore in the Bank of Mysore" have to be added between the words "The" and "along" after omitting the word "Bank" which occures there.

74) In the same para in line 10, add the words "To the ~~credit~~ account of the Dewan of Mysore" at the beginning and ~~omit~~ the words "To the account of the Dewan of Mysore" in line 12 of the same para 15 will have to be omitted for the reason mentioned in para 2 of this note.

Note. Narasimha Murthi
Government Advocate.

CSN/3.7.37

From the Dir. Re 25

No D2-338/35-36 dt 25-6-37

Starts that the Indl. Electl. Factory considers that the arrangements already made by the Factory with the agents for the sale of its products are more feasible and that he has an authorisation for export

1 K
AW.
3/7
dt
3.7.37

Opening of a Depot Emporium at Bangalore etc by M/s. M.A.T. Khanaraos

5904
7128 13

General and Revenue Secretariat | File No. 3[illegible] of 193[illegible] | [App. F. III—2

Serial No.

G.E.F. to continue the existing arrangements with the firm restricting the supplies to the limit of Rs 5000/- already fixed.

75) The objections of the G.A. are incorporated in the draft agreement in pencil and may perhaps be approved.

76) If the objection of the G.E.F. to continue its present arrangements with the Agents is upheld, the limit of supplies of articles of Cinema contemplated in para 7 of the agreement may be reduced to Rs. 4500/- and the item "for Etc. factory" in the same para and in para 11 may be omitted.

77) Subject to orders of the file may now be submitted to the Comptr. for his remarks.

Sd/-

78) Forwarded with Compliments & the Comptr for favour of remarks on the proposal to credit the realisations to the Dewan's deposit Account with the Bank of Mysore.

Sd/-

Ref no 9 9/19 3) dt 5-7-1937 with Diary 32 (Liter.)

COMPTROLLER'S OFFICE 5 JUL 1937 BANGALORE

13/5/37

Do Dewan's Secy 5/7/37

NOTE—Contn. Sheet.

WD 0417—GPB—80,000—8-9-36

Mysore Emporium, Bangalore etc.,

5934
7128

re File No. 344 of 1935. | General and Revenue Secretariat

No. 28/Spl dated 12-7-37

U.O. No 32/AA dated 10th July 1937

Serial No.

Returned with compliments.

1) Realisations on account of sales at the Mysore Emporium, Bangalore may be allowed to be credited to the Dewan's Deposit Account with the Bank of Mysore as contemplated in the latter part of Clause 7 of draft agreement.

2) Pending approval or Government to the proposal of the Director in regard to weekly remittances to the Bank instead of daily, the Manager, Bank of Mysore Ltd., Bangalore, has been requested to accept remittances on account of sale-proceeds of the Emporium by Messrs M.A.T. Acharya & Co., and credit the same to the Dewan's Deposit account with him.

Comptroller.

3) The draft agreement as now revised is sent for approval.

Please put up U.O.

Draft U.O. sent for consideration

Slight modifications have been made in the draft agreement in addition to those suggested by the Govt Advocate

Second Member

Issue

OFFICE OF THE SECOND MEMBER OF COUNCIL
17 JULY 1937
NO. 37 376

TYPING SECTION
17 JUL. 1937
REVENUE SECTT.

7128
124 15

General & Revenue Secretariat. | File No. 341 of 193 5. | [App. F. III–2

Serial No.	
	To the Div. Dr. " Compln' " Chairman, SEF " " Principal Jackson " Chief Cashier OS " Div OOF. MD. 615-20 dt 21/7/37 Sanction, the modification in terms proposed by the Div. in their remarks regarding limited to Rs 45000/-

SECRETARIAT B 27 JULY 1937 DEVELOPMENT BRANCH

NOTE—Contn. Sheet.

Ind. 341-35-1

Telegraphic Address :—"INDUSCOI"

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

(1)

In reply please refer to
No. D2-335/35-36
Encl. 2

OFFICE OF THE DIRECTOR,

Dated Bangalore, ... 17th June 1936

6215

22 JUNE

FROM

S. Abdul Wajid, Esq., B.A.,
Director of Industries and Commerce in Mysore,
Bangalore (India).

To

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of Mysore,
Development Department, Bangalore.

SIR,

Opening of a Mysore Emporium in Bangalore City.

***

I have the honor to enclose herein for the information of Government, copies of letters dated the 29th May 1936 and 11th June 1936 received from Messrs. M. A. T. Acharya & Co. Bangalore City, requesting that they may be supplied with goods of the several industrial concerns on consignment account for display and sale in the Emporium proposed to be opened by them in Bangalore City as an experimental measure.

The organisation of a Central Emporium here on the lines of the Mysore Emporium at Bombay would considerably add to the existing marketing facilities for the disposal of the products of our Industrial concerns. It would also provide in course of time an additional outlet for the several industrial and agricultural products now handled under many trade risks by private businessmen without interfering with their business. Messrs. M. A. T. Acharya & Co., have already been handling our soaps, Sandalwood Oil, Laboratory products etc., under the existing agency arrangements. There is no difficulty in supplying them for sale at Bangalore the goods ofotherGovernment concerns viz., Chamarajendra Technical Institute, Silk Weaving Factory, Porcelain and Electric Factory etc. As regards the supply of goods of private manufacturers, they will make their own arrangements with them.

Messrs. M. A. T. Acharya & Co., have already furnished a security to the extent of Rs 5,000/- in respect of their Soap and Silk Agencies. They have done good work for us and their transactions with us are extensive. They have been promptly meeting their obligations so far. I do not think it necessary to demand a further security in connection with the goods of the other concerns to be supplied for sale on consignment account in the proposed Emporium at Bangalore. They are very enterprising and can be expected to make a success of this Emporium.

I therefore recommend that artware, silks, porcelain and Electric Factory goods and Forest products to the extent of Rs 5,000/- may be supplied to them on consignment account in suitable proportion to be fixed by me for exhibition and sale in the proposed Emporium. The concerns will be permitted to offer such terms as are generally allowed by them in similar cases without insisting on any security and without prejudice

to the permanent sales arrangements that they have already made. This arrangement will be in force for a period of 2 years to begin with.

I have the honor to be,
Sir,
Your most obedient servant,

Director.

usc)2

Copy of letter dated the 29th May 1936 from ~~the~~ M/s M. A. T. Acharya & Co., Bangalore City, to the - - Director of Industries and Commerce in Mysore, Bangalore.

. The opening of a Central Emporium like "The Mysore Emporium", Bombay, is likely to create an increased interest in products of Mysore. We do not know if it is the policy of the Government to aid in establishing similar Emporiums in other - parts of India. As we are well-known as Agents of several Mysore products, visitors to Bangalore who call at our Show rooms have often expressed an opinion that we should stock products of all - Mysore Government concerns.

It has been our good fortune to be connected with the Government of Mysore for several years as Agents for soaps, sandal oils, silks, sandalwood, and Laboratory products either in Mysore State, - South India or Bombay Presidency. We have, as you are aware, show-rooms in Bangalore and Mysore and two in Bombay. We feel we have done good work in all the agencies entrusted to us, and have given - every satisfaction to the Government and the offi- cers of the Departments we are connected with. As Mysoreans and also in view of the patronage extended to us by the Government, we feel it our duty to give off our best in any endeavour to further the sale of the Mysore articles. With this end in view and to permanently establish our sales organisation in - - Bombay, we have already incorporated in Mysore State the "Mysore Products Ltd". We have gone ahead in - Bombay in improving our Show-rooms at Princess Street and establishing a new Sales room at Mandvi. We pro -pose to gradually start sales rooms in other busy - centres of Bombay City.

Our long experience in handling Mysore goods and organising the agencies emboldens us to approach you to permit us to open a Central Show-room in - - Bangalore similar to "Mysore Emporium", Bombay. We will, in the first instance, organise the Show-room as an experiment. We only request the Government to officially recognise the show and give us their full moral support, and let us have all products on con- signment account. We have already the control of soaps, sandal oil, and Laboratory products. But - there are products of the Chamarajendra Technical - Institute, Silk, Porcelain and Electric Factories, - Forest and other Departments. These Departments and Factories will have to co-operate with us and let us have their goods on consignment account and allow us their usual commission.

Our proposal does not involve the Government in any financial expenditure. On the other hand, it - will mean a fair expenditure to ourselves. We are prepared to shoulder this, since the Government have been gracious enough to entrust us with several of - their agencies. We also anticipate that as a result of the advertising value of such a show-room the sale of our agency products might increase.

Holding important Government agencies, we feel we are justified in approaching you with this pro- posal. We are well-known to you and the best refer -ence we could offer regarding our work and standing is your goodself. We have merited your confidence

and we hope to continue to merit your confidence and that of the Government.

We request you would be pleased to recommend the proposal to the Government and obtain official recognition for the same. We shall be guided by you and the Government in any suggestions that may be given in getting up the Show-room.

" COPY "

Director.

Copy of letter dated the 11th June 1936 from M/s M. A. T. Acharya & Co., Bangalore City to the - Director of Industries and Commerce in Mysore, Bangalore.

Opening of a Show Room in Bangalore.

We beg to acknowledge receipt of your letter No. D2-338/35-36. We are holding the following Agencies in different areas : -

1.	The Sandalwood Oil Factory	16 years
2.	Soap Factory ...	9 "
3.	Industrial Laboratory	1 "
4.	Govt. Silk Factory	2 "
5.	Govt. Sandalwood from the Forest Department	6 "

During all these years we have fully met all the - financial obligations. From 1930-34 a sum of - - Rs 1,50,000/- per year on an average has been paid by us. In 1934-35, we have credited over Rs 2,00,000 in respect of the above agencies. This year for 11 months the total credit amounts to over Rs 3,00,000/-.

We have with your Department a security of Rs 5,000/- for years under soaps and silk. As is well-known to you, we have offices in Bangalore, Mysore and Bombay where we have sunk a large - - capital. We have built up a reputation having - been established for 20 years in Bangalore.

The Department can always exercise a control and check our accounts and stocks whenever necessary as the Show room will be in Bangalore. Correct accounts will be maintained and returns sent from time to time.

We are not asking for a credit account, but - for goods on consignment to the extent of Rs 5,000/- for the present. We believe we are entitled to - this consideration at your hands since we are not coming into contact with the Department for the - first time. The record of work and the record of financial transactions with the factories under - your control is, we feel, sufficient security. We therefore request you to be good enough to recommend our application to the Government.

At your service.

Copy
with compliments
Director

Tels.—"INDUSCOM"

Codes used—A.B.C., 5th Edn., Bentley's

GOVERNMENT OF MYSORE

Department of Industries and Commerce

7 JULY 1937

D. O. No. D2.338/35-36.

DEVELOPMENT BRANCH

Mr.S.G.SASTRY, B.A.,M.Sc.,F.C.S., Director.

OFFICE OF THE DIRECTOR,

Bangalore, dated ...7th..July..... *193* 7.

Dear Mr Venkatanaranappa,

Mysore Emporium, Bangalore.

*****

I request you to kindly obtain the early approval of the Government for the draft agreement to be got executed by Messrs. M.A.T.Acharya & Co., in the above connection. A copy of the agreement was submitted with my remarks returning the Un-official file of the Secretariat on 26-5-1937.

Messrs.M.A.T.Acharya & Co., have credited to the Mysore Bank the sales realisations for the months of May and June and the amount has not yet been distributed among the several concerns pending the execution of the agreement by the firm.

Yours Sincerely
S Sastry

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Govt.of Mysore,
Development Department, Bangalore.

D 7128
Info Comptr's pl.

J.A.D.

COMPTROLLER'S OFFICE 28/S/pl 10 JUL 1937 BANGALORE.

12/7/37

the main file dealing with the agreement has been sent to the Comptr unofficially for BV2 remarks in the point about remitting to the credit of Devaraj's account with the Mysore Bank and its return will be awaited

Rem 24 V 1937 3rd (10.7.1937)

Forwarded with compliments to the Comptr for favour of return of the main file with his remarks in medias

P.T.O.

K Venkatanaranappa 10.7.37

7 7 dated 12-7-1937
G.A.19

No. 36/spl dated 13-7-37

Returned with compliments.
The file of papers referred to has been returned with my remarks on 12-7-'37 in U.O. No 32 SAD.

K Sreenivasamurti
for Comptroller

BG
12/7/37 Sd 12/7/37

12
13/7

Dte-341-35-2

Tels.—"INDUSCOM"

Codes used—A.B.C., 5th Edn., Bentley's

GOVERNMENT OF MYSORE

Department of Industries and Commerce

31 JULY 1936

DEVELOPMENT BRANCH

D. O. No. D2.338/35-36.

MR. S. G. SASTRY, B.A.,M.Sc.,F.C.S.,
Director.

OFFICE OF THE DIRECTOR,

Bangalore, dated 29th July *193* 6.

Dear Mr. Venkatanaranappa,

Establishment of a Mysore Emporium in Bangalore City.

With reference to your D.O.letter No.D.319/I&C.320-35-2 dated 16th instant on the above subject, I write to state that I have considered both the schemes submitted by Mr.M.R.Narasimha Iyengar and also by Messrs. M.A.T.Acharya and Co. I have carefully examined the subject in all aspects. The scheme submitted by Mr. M. R. Narasimha Iyengar is somewhat more comprehensive and involves Government in an expenditure of about Rs 1,500/- a year, if it is sanctioned. Most of the lines in which Mr. M.R.Narasimha Iyengar wants to do business are quite new to him. The scheme submitted by Messrs.M.A.T.Acharya & Co., does not entail any expenditure and they also happen to be our Agents in Mysore for the sale of soaps, sandalwood oil and Laboratory products. They have only to arrange to secure artware, silks and goods manufactured by the Porcelain and Electric Factories. I, am, therefore, of opinion that it is desirable if Messrs. M.A.T.Acharya and Co., are permitted to open an Emporium in Bangalore City. The proposals submitted to Government with this Office letter of the same number dated 17th June 1936 may kindly be sanctioned.

The working of the Emporium organised by Messrs.M.A.T.Acharya & Co., will be watched for a period of six months and if the results are found to be satisfactory, the question of transfer to them of the Government Arts and Crafts Depot, South Parade, Bangalore will be considered and separate proposals will be submitted to Government for orders.

Yours Sincerely
S Rowley

M.Venkatanaranappa,Esq.,B.A.,
Secretary to Government,
Development Department,Bangalore.

Proceedings of the Government of H.H.
the Maharaja of Mysore.

Read:-

Correspondence ending with ~~D.O.~~ letter No. D.2. 338/35-36, dated the 29th July 1936 from the Director of Industries and Commerce submitting proposals for the opening of a Mysore Emporium in Bangalore City.

Order No. D.1725-33 & 4-5-36

~~The Director reports that~~ the organisation of a Central Emporium at Bangalore ~~on~~ the ~~lines of the Mysore Emporium at Bombay~~ would considerably ~~add to the~~ existing marketing facilities for the disposal of the products ~~of our Industrial concerns~~. Of the two schemes received in this connection ~~he~~ recommends that the scheme submitted by Messrs. M.A.T. Acharya may be accepted on the ground that their scheme does not entail any expenditure to Government and that ~~as~~ they are ~~our~~ Agents for the sale of soaps, sandal oil, Laboratory products etc., ~~there would~~ be no difficulty in supplying them with the goods manufactured in other Government ~~viz.,~~ ~~Govt~~ Chamarajendra Technical Institute, Silk -- Weaving Factory, Procelain and Electrical Factories etc. Under this scheme Messrs. M.A.T.Acharya & Co., are to be supplied with art-ware, silks, porcelain and Electrical Factory goods and Forest products to the -- extent of Rs. 5,000/- on consignment account in proportions to be fixed by the Director;

603

for exhibition and sale in the proposed -- Emporium, each Government concern making the supply being permitted to offer such terms as are generally allowed by it in -- similar cases without insisting on any -- security and without prejudice to existing sales arrangements.

Government are pleased to sanction the proposal of the Director for a period of 2 years. In view of the long association of the Firm with the Department of Industries and Commerce and the reputation they have earned in the matter of promptly meeting their obligations, it is unnecessary to call upon them to give additional security for Rs. 5,000 furnished as security in connection with -- their soap and sandal oil Agencies, may be treated as cover for the articles supplied to the Emporium on consignment account, the deed executed by them being revised accordingly. The Director is requested to arrange for the daily credit of all receipts into the Govt., Treasury and for the periodical check of the stock and accounts of the Emporium. He is also requested to submit a report regarding the working of the Emporium at the end of 6 months.

[Rs 5000 corrected to Rs 4500 M. 31.8.36]

TYPING SECTION, GENL 1 SEP 1936

Secy. to Govt.,
Dev. Department.
21.8.36

To

The Director of I & C.
" Comptroller thro' Finl. Sectt.
" Chief Conservator of Forests.
Copy to G.M. Branch.
A.V. Ramanathan Esqr Officer in charge of the Porcelain Elec. factories.
The Secy to Govt. Secl. Deptt.

21/8

Proceedings of the Government of His Highness the Maharaja of Mysore.

Reading:-

Correspondence ending with letter No.E.2.338/35-36 dated the 29th July 1936, from the Director of Industries and Commerce submitting proposals for the opening of a Mysore Emporium in Bangalore City.

ORDER NO. D 1729-33 / Ite 34-35-3

Dated, Bangalore, the 1st September 1936.

The organisation of a Central Emporium at Bangalore for the display of the products of the various commercial concerns run by the State would considerably increase existing marketing facilities for the disposal of the products. Of the two schemes received in this connection, the Director of Industries and Commerce recommends that the scheme submitted by Messrs. M.A.T. Acharya may be accepted on the ground that their scheme does not entail any expenditure to Government and that they are already Agents for the sale of soaps, sandal oil, Laboratory products, etc., Under this scheme Messrs. M.A.T. Acharya & Co., are to be supplied for exhibition & sale with art-ware, silks, porcelain and Electrical Factory goods and Forest products to the extent of Rs.5,000/- on consignment account in proportions to be fixed by the Director and that the best possible terms be allowed having regard to the terms as are generally allowed by each concerns in similar cases without prejudice to existing sales arrangements.

Government are pleased to sanction the proposal of the Director for a period of 2 years. In view of the long association of the firm with the Department of Industries and Commerce and the prompt settlement of their accounts, Government agree with the Director that it is unnecessary to call upon them to give additional security and that the sum of Rs.4,500/- furnished as security in connection with their soap and sandal oil Agencies, may be treated as cover for the articles supplied to the Emporium on consignment account, the deed executed by them being revised accordingly. The Director is requested to arrange for the daily credit of all receipts into the Government Treasury and for the periodical check of the stock and accounts of the Emporium. He is also requested to submit a report regarding the working of the Emporium at the end of 6 months.

Secretary to Government,
Development Department.

D. 1729-33/94c. 341-35-3

[illegible]

G. R. S. App. F VI—G 2]

SUBJECT .....

.....

.....

Diary. No. of letter replied to.....

General and Revenue Secretariat

( ).

the *193*

Section 9 and 6.

File No. 84/35

Serial No.

Proceedings of the Government of His Highness the Maharaja of Mysore.

Date of issue.....193

Signed by .....

Read— Correspondence ending with letter No. 82. 338/35-36 dated the 29th Jan 1936 from the Director 9 and 6 submitting proposals for the opening of a Mysore Emporium in Bangalore.

Order thereon.—No.

The Director has submitted the Schemes received from Mr. M. R. Narasimha Iyengar, Messrs. M. A. I. Acharya and Co. in the matter of opening a Mysore

May this be—

(i) printed?

(ii) treated as a standing order?

(iii) published in the Gazette, English Part?

(iv) translated?

(v) placed at the disposal of the press?

(vi) published in the Gazette, Kannada Part?

entailing an annual expenditure of Rs 5000 by Govt

Emporium in Bangalore as for the display and Sale ~~of~~ ~~Emporium~~ of the goods of the Several Industrial Concerns on an experimental measure.

Of the two Schemes he recommend that the Scheme of Messrs M.A.T. Acharya & may be accepted ~~in preference to the demand of~~ the further Grant, as they have ~~already~~ furnished a Security to the extent of Rs 5000 in respect of their Soap and Silk Agencies as their Scheme does not entail any expenditure and as they also happen to be our Agents in Mysore for the Sale of Soaps and Sandal wood oil ~~&~~ and Laboratory products: We therefore recommend that artwares, Silks porcelain and Electric Factory goods and Forest products to the extent viz C.T. Institute, Silk Weavers Factory, porcelain & Electrical Factories etc.

We do report that the organisation of a central Emporium at Bangalore on the lines of the Mysore Emporium at Bombay would considerably add to the existing marketing facilities for the disposal of the products of our Industrial Concerns. Of the two schemes received in this connection we recommend that the scheme submitted by Messrs M.A.T. Acharya may be accepted as the proposal - their scheme does not entail any expenditure & that and as they are our Agents for the sale of Soaps, Sandal Oil & Laboratory products etc there would be no difficulty in supplying them with the goods manufactured in other Govt Concerns & Under the

List of Enclosure

Copied by

Examined by

WD 03602—GPB—22,500—12-7-35

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(Continuation sheet draft form.)

scheme Messrs M. A. T Acharya & Co are to be supplied with art ware, silks, porcelain and Electrical & automobile and toilet products to the extent of Rs 50000 on Consignment account ~~for exhibition~~ in properties Rs 10000 on any security and to be fixed by the Dr. for exhibition and sale in the proposed Emporia that each Govt Concern making the supply being permitted to offer such terms as are generally allowed by it in similar cases without insisting on any security and without prejudice to existing sales arrangements

Govt are pleased to sanction the proposal of the Dr for a period of 2 years. In view of the

WD 08608—GPB—15,000—8-7-35

(1)

of Rs 50000 may be supplied to Messrs M. A. T Acharya & Co on Consignment account in suitable proportions to be fixed by him for exhibition and sale in the proposed emporiums. He adds that the Concerns will be permitted to offer such terms as are generally allowed by them in similar cases so that Sale permanent arrangements they have already made and that the working of the organised by Messrs M. A. T Acharya & Co in comparison will be watched for a period of six months and if the results are found to be satisfactory, two questions of transfer to them of the Govt Book and Craft Depot at Pondicherry will be considered and separate proposals will

be submitted to Govt for orders.
re proposals of the Director Imp.
Expressed ... in the observation
that the present Security
of Rs 5000/ of Messrs M & T. Ackroyds
as a Cover for the articles
intended for the Emporium also
deed, if any, being revised
accordingly and Arrangements
being made for the daily
Credit of Receipts and Periodical
Check. ... Dev Secy

... The Director Indl.
... The Camp Thana Rd
... The Mech of Conservatory
17/8 ... Dev Secy

long association of
the firm with the
Dept (Govt) I & C and
the reputation they have
earned in the matter
of promptly meeting their
obligations, it is
unnecessary to call upon
them to give additional
security. Rs 5000/-
furnished as security
in connection with their
Soap and Sandal oil
Agencies may be treated
as cover for the articles
supplied to the Emporium on consign-
ment account, the
deed executed by them
being revised accordingly
The Dr is requested to arrange
for the daily credit of
all receipts into the Govt
Treasury and for the periodical
check of the stock and
accounts of the Emporium.
He is also requested to
submit a report regarding
the working of the
Emporium at the
end of 6 months

Dev Secy
19.8.26.

I&C. 341-35-4

5265

27 MAR 1937

Tele { Phone No.—211
Grams—INDUSCOM.

In reply please quote number, date & short title

GOVERNMENT OF MYSORE

DEPARTMENT OF INDUSTRIES AND COMMERCE.

From (Name) S. G. Sastry, Esq., B.A., M.Sc., F.C.S.,

(Designation) Director of Industries and Commerce in Mysore

Station Bangalore.

To

M. Venkatanaranappa, Esq., B.A.,
Secretary to the Government of Mysore,
Development Department, Bangalore.

No. D2-338/35-36 Dated 18th March 1937

Enclosures....one

.....

SIR,

Opening of a Mysore Emporium in Bangalore City.

With reference to Government Order No. D. 1729-33 I & C 341-35-3 dated the 4th Septr. 1936 approving of the opening of the Emporium by Messrs. M. A. T. Acharya & Co., goods of certain commercial concerns to the extent of Rs 5,000/- being supplied to them on consignment account for exhibition and sale, I have the honor to state that the Company have intimated to me in their letter dated the 13th March 1937 that they have secured the Central Hall of the District Board office Buildings, Kempe Gowda Road, for opening the Showroom. I inspected the premises yesterday and find them satisfactory.

Mr. S. A. Srinivasan, one of the partners of the Company interviewed me yesterday. The proportion in which the goods of the several concerns may be sent on consignment account to the company and the rate of commission payable on the goods of the several concerns has been fixed by me and agreed to by Mr. Srinivasan are noted in the margin. The rates of commission generally allowed to Mr. Jamnadas Dwarakdas in the case of the Bombay Emporium has been proposed to be given in this case also, with two slight variations.

Goods of	Value of Consignment	Commission Payable
The Electric Factory	500	6¼ %
Sandalwood Billets (Forest Department)	250	4½%
Porcelain Factory	250	3-1/8%
C. T. Institute	1000	12½%
Sandalwood Oil Factory	2,000	5%
Chennapatna Indl.School	250	12½%
B. S. Centre Khadi	250	6¼%
I & T Laboratory (Proprietory Products)	500	12½ to 20% (Vide details in the agreement

Mr. Srinivasan represented that it would be very inconvenient for him to arrange for the remittances of the sale proceeds into the State Huzur Treasury every day and requested that he may be permitted to credit the realisations once every week - on every Saturday. I am of opinion that this modification may be approved. A draft of the agreement on the lines of the agreement executed by Mr. Jamnadas Dwarakdas and incorporating the above modifications has been prepared and forwarded today to the Government for scrutiny and return. A copy of

of the draft agreement is submitted herewith for the kind information of Government. The agreement will be obtained from the Company on a ten annas stamped paper on receipt of the draft agreement from the Government Advocate. The agreement will be in force for a period of two years from the date of opening of the Emporium.

Mr. Srinivasan told me that he was arranging to purchase the required show cases etc., and that he would fix an early auspicious date for the opening of the Emporium. I am addressing the several concerns to supply the goods to the extent allotted to the Company to enable them to collect the articles and open the Emporium at an early date. & and intimate to me the date in advance

I have the honor to be,
Sir,
Your most obedient servant,

Director.

usc

AN AGREEMENT made this day of One Thousand Nine Hundred and Thirty Seven between Messrs. M. A. T. Acharya & Co.,(hereinafter called the Sales Agents) Sri Krishna Buildings, Bangalore City, which expression shall include all their representatives and successors in business of the one part and the Government of His Highness the Maharaja of Mysore, represented by the Director of Industries and Commerce in Mysore, hereinafter called the Govern-ment of the other part.

WHEREBY it is agreed as follows -

1. The Agents are hereby appointed the Sales Agents of the Government for purposes of effecting sales of the products of the Government concerns detailed in para 7 in Bangalore City for two years from the date of this Indenture.

2. The Agents shall, on all their commercial documents and on the name plate and other indicia of their place of business describe themselves as "SALES AGENTS" for the Government and shall not describe themselves as Government Agents except in conjunction with the words "Sales".

3. The Agents shall not make purchases on behalf of or in any way pledge the credit of Government without their consent in writing.

4. The Agents shall be entitled to open an Emporium under the name of "Mysore Emporium" for the display and sale of the products of the Government concerns detailed in para 7.

5. The Government shall however not undertake any responsibility for the operations of the Emporium except to the extent expressly mentioned in this - indenture.

6. The Agents shall have power to exhibit and sell in the Emporium all articles manufactured by the - Commercial concerns of the Government of Mysore, whether the agency for the sale of such articles is entrusted to them or not.

7. The security of Rs 4,500/- already given by the Agents towards their soap (4,000/-) and silk (500/-) Agencies will be treated as a cover for the articles to be supplied to the "Mysore Emporium" on consignment account, and goods will be sent to the Agents by the Government on consignment account to the extent of - Rs 5,000/- (Rupees Five Thousand only) as indicated - below -

Electric Factory Goods	Rs 500
Sandalwood Billetxs	250
Porcelain Factory	250
C. T. Institute	1,000
Silks from Silk Factory	2,000
Channapatna Indl. School	250
Khadi from B. S. Centre	250
I & T Laboratory - Proprietary products	500
	5,000

The Agents will conform to the instructions to be issued by the concerns or the Government in regard to the procedure of preparing of receipts, credit of money and selling prices etc. Receipts on account of sales should be credited to the State Huzur Treasury once every week i.e., every Saturday or the previous working day, if Saturday will be a holiday, to the account of the "Mysore Emporium", Baggalore.

8. The sales effected by the Agents in the Empxorium will be for cash only.

9. The Agents shall maintain correct and complete

accounts and records of all goods received by them, and all sales, receipts payments and other transac-tions concerning the same. The Government or any other person as may be authorised by Government in this behalf shall have free and unrestrained liberty and power to examine and inspect all such accounts and records and stock and to take any extracts or copies from the said accounts and records or any part thereof.

10. The Agents shall submit to Government (in such manner as may be prescribed by Government) true and complete accounts regularly on the 15th of each month of all transactions effected during the previous month and furnish any further information or statements in the form required by the Government. Such accounts shall among other particulars show the details respecting sales, the stock of the goods received, disposed of and remaining on hand, remittances sent to Government with the dates and duplicate chellans.

11. As remuneration for their services, the Agents will be paid commission on the sale of goods of the several concerns as indicated below -

1.	Govt. Electric Factory goods	6¼ %
2.	Sandalwood billets from Forest Dept.	4½ %
3.	Porcelain Factory articles	3-1/8%
4.	Articles of C. T. Institute	12½ %
5.	" Silk Factory	5 %
6.	" Channapatna Indl. School	12½%
7.	" Badanval Spinning Centre	6¼%
8.	" Industrial and Testing Laboratory on B.P & B.P.C.and other official and non-proprietary products	12½ % plus a discount of 2½% as bonus on every 500/- and above business
	On specialities except Lysol on which 12½% only will be allowed.	20%

The commission payable to the Agents as above will be paid once every month by the Government on receipt of a bill for commission from them.

12. Beyond the payment of the commission as indicated

23

in para 11 Government will not be committed to the payment of any amounts to the Agents towards the running and other expenses of the Emporium which will be met by the Agents in full by themselves.

13. The Agents shall have power to arrange to display and sell in the Emporium other goods of Mysore - origin by arrangement with the manufacturers and re--ceive commission from the manufacturers.

14. The Agents shall have no right of action whatsoever against Government for any delay occasioned by shortage of stock or any delays in transit or deli -very of the goods.

15. On the termination of this agreement, howsoever occasioned the agents shall forthwith deliver to the Government all the goods entrusted to them by the - Government and shall account to Government for the value of any deficiency that may appear in such stock.

16. Notwithstanding anything contained in para 1 - supra, either party to this agreement shall be entitled to terminate the agreement on giving three month's - notice in writing to that effect.

17. The benefit of this agreement shall not, without the consent in writing of the Government, be assign -able.

18. The interpretation of this agreement and the rights and obligations under it of the parties thereto shall be made and determined by Government which will be final and be accepted by the Agents.

19. If any of the concerns desire to enter into a - separate agreement with them for the sale of their goods the agents shall undertake to do so subject to the terms referred to herein.

IN WITNESS WHEREOF the parties hereto have set their hand and seal the day and year first above written

Agents.

Director

AN AGREEMENT made this day of One Thousand Nine Hundred and Thirty Seven between Messrs. M. A. T. Acharya & Co.,(hereinafter called the Sales Agents) Sri Krishna Buildings, Bangalore City, which expression shall include all their representatives and successors in business of the one part and the Government of His Highness the Maharaja of Mysore, represented by the Director of Industries and Commerce in Mysore, hereinafter called the Government of the other part.

WHEREBY it is agreed as follows -

1. The Agents are hereby appointed the Sales Agents of the Government for purposes of effecting sales of the products of the Government concerns detailed in para 7 in Bangalore City for two years from the date of this Indenture.

2. The Agents shall, on all their commercial documents and on the name plate and other indicia of their place of business describe themselves as "SALES AGENTS" for the Government and shall not describe themselves as Government Agents except in conjunction with the words "Sales".

3. The Agents shall not make purchases on behalf of or in any way pledge the credit of Government without their consent in writing.

4. The Agents shall be entitled to open an Emporium under the name of "Mysore Emporium" for the display and sale of the products of the Government concerns detailed in para 7.

5. The Government shall however not undertake any responsibility for the operations of the Emporium except to the extent expressly mentioned in this - indenture.

6. The Agents shall have power to exhibit and sell in the Emporium all articles manufactured by the - Commercial concerns of the Government of Mysore, whether the agency for the sale of such articles is entrusted to them or not.

7. The security of Rs 4,500/- already given by the x Agents towards their soap (4,000/-) and silk (500/-) Agencies will be treated as a cover for the articles to be supplied to the "Mysore Emporium" on consignment account, and goods will be sent to the Agents by the Government on consignment account to the extent of - Rs ~~5,000~~/- (Rupees Five Thousand only) as indicated - below -

Electric Factory Goods	Rs 500
Sandalwood Billetts	250
Porcelain Factory	250
C. T. Institute	1,000
Silks from Silk Factory	2,000
Channayatna Indl. School	250
Khadi from B. S. Centre	250
I & T Laboratory - Proprietary products	500
	~~5,000~~ 4500

The Agents will conform to the instructions to be issued by the concerns or the Government in regard to the procedure of preparing of receipts, credit of money and selling prices etc. Receipts on account of sales should be credited to the State Huzur Treasury once every week i.e., every Saturday or the previous working day, if Saturday will be a holiday, to the account of the "Mysore Emporium", Bangalore.

8. The sales effected by the Agents in the Emporium will be for cash only.

9. The Agents shall maintain correct and complete

a/c under this Agency Agreement.

accounts and records of all goods received by them, and all sales, receipts payments and other transac-tions concerning the same. The Government or any other person as may be authorised by Government in this behalf shall have free and unrestrained liberty and power to examine and inspect all such accounts and records and stock and to take any extracts or copies from the said accounts and records or any part thereof.

10. The Agents shall submit to Government (in such manner as may be prescribed by Government) true and complete accounts regularly on the 15th of each month of all transactions effected during the previous month and furnish any further information or statements in the form required by the Government. Such accounts shall among other particulars show the details respecting sales, the stock of the goods received, disposed of and remaining on hand, remittances sent to Government with the dates and duplicate challans.

11. As remuneration for their services, the Agents will be paid commission on the sale of goods of the several concerns as indicated below -

1.	Gov't. Electric Factory goods	6¼ %
2.	Sandal-wood billets from Forest Dept.	4¼ %
3.	Porcelain Factory articles	3-1/8%
4.	Articles of C. T. Institute	12½ %
5.	" Silk Factory	5 %
6.	" Channapatna Indl. School	12½%
7.	" Badanval Spinning Centre	6¼%
8.	" Industrial and Testing Laboratory on B.P & B.P.C. and other official and non-proprietary products	12½ % plus a discount of 2½% as bonus on every 500/- and above business

✕ On specialities except Lysol on which 12½% only will be allowed. 20%

The commission payable to the Agents as above will be paid once every month by the Government on receipt of a bill for commission from them.

12. Beyond the payment of the commission as indicated

27

in para 11 Government will not be committed to the payment of any ~~payments~~ amounts to the Agents towards the running and other expenses of the Emporium which will be met by the Agents in full by themselves.

13. The Agents shall have power to arrange to display and sell in the Emporium other goods of Mysore - origin by arrangement with the manufacturers and receive commission from the manufacturers.

14. The Agents shall have no right of action whatsoever against Government for any delay occasioned by shortage of stock or any delays in transit or delivery of the goods.

15. On the termination of this agreement, howsoever, occasioned the agents shall forthwith deliver to the Government all the goods entrusted to them by the - Government and shall account to Government for the value of any deficiency that may appear in such stock.

16. Notwithstanding anything contained in para 1 - supra, either party to this agreement shall be entitled to terminate the agreement on giving three month's notice in writing to that effect.

(A) Para in S.A's letter to be added here. as sub para.

17. The benefit of this agreement shall not, without the consent in writing of the ~~xx~~ Government, be assignable.

18. The interpretation of this agreement and the rights and obligations under it of the parties thereto shall be made and determined by Government which will be final and ~~be accepted by the Agents~~.

19. If any of the concerns desire to enter into a - separate agreement with them for the sale of their goods the agents shall undertake to do so subject to the terms referred to therein.

IN WITNESS WHEREOF the parties hereto have set their hand and seal the day and year first above written

Witnesses 1)
2)

Agents.

In reply please refer to
No. 722.

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 15th April 1937.

From

The Government Advocate
in Mysore, BANGALORE.

To

The Director of Industries & Commerce
in Mysore, BANGALORE.

Sir,

Re: Opening of the "Mysore Emporium"
in Bangalore City.

With reference to your letter No. D2-338 of 35-36 dated the 18th March 1937, re: draft of the agreement send by you for scrutiny, in connection with the above, I have the honor to state as follows:-

(1) On page ~~three~~ 3, please add at the end of the first line "under this Agency Agreement".

(2) On page 4 after paragraph 16 please add the following para.

Without prejudice to any remedy Government may have against the Agents for breach or non-performance of this agreement, Government ~~which~~ shall have the right summarily to terminate this agreement ----

(a) on the Agents committing a breach of any of its provisions or being guilty of misconduct, or

(b) if the Agents shall have any distress or execution levied upon their goods and effects, or

(c) on the Agents committing an act of bankruptcy or going into liquidation, or

(d) if there is a material change in the management, ownership, or policy of the Agents which is not approved

approved by Government, or

(e) for any other reason which the Government may deem fit in the circumstances of the case and the exercise of the power by the Government under all or any of the clauses of this para shall not be questioned by the Agents.

(3) There is at least one point of difference between the draft agreement as signed by you and the Order of Government; that is while the Government Order provides for the daily remittances to the treasury, the agreement provides not for daily but for weekly remittances.

(4) There are some points of difference between your letter dated 18th March 1937 bearing No.D2-338/35-36 to the Development Secretary and the Agency Agreement. In the former, against the sandal-wood oil factory, Rs.2000/- is shown and commission at 5 per cent. Whereas in the Agency Agreement, that is substituted by silks from silk factory. (Vide page 2 para 7). Again on page 3 para 11 with reference to the commission the same substitution occurs while the rate of commission is not altered. And in the same paragraph of the same page there is an addition of "specialities except lysol on which 12% alone will be allowed". This is not to be found in your letter referred to above.

(5) The Agency Agreement has to be attested.

(6) I do not quite see the need for Clause 19. When the principal authority namely the Government have entered into an agreement with the Emporium, I do not know whether the subordinates, i.e., the various concerns, should have

also to

also to enter into separate agreements with the said concern severally. Should there arise any necessity for any variation by way of addition or otherwise to this agreement ~~concern~~ on account of the special interest of the individual industrial concern then I believe the object may be achieved by putting the contract through the principle authority viz., Government. As otherwise, complications may ensue in giving full effect to this root agreement as well as ~~the~~ to the various subordinate contracts. But if there should be a necessity for the several concerns of the Government to enter into separate agreement with the Emporium directly apart from regulating their relationship with the Emporium through the Government in the manner provided in this Deed, there may be a necessity for the clause. If you can kindly get me a sample of an agreement which any one of the several concerns may have to enter into with the Emporium, hereafter or has already entered into with the said Emporium, I shall give my opinion regarding this clause.

(7) The draft agreement received with your letter is herewith returned.

I have the honor to be,
Sir,
Your most obedient servant,

Sd/- MIRLE N. LAKSHMINARANAPPA.

Government Advocate.

CSN/16.4.37

"C O P Y"

Mirle. Nlakshminarayanappa

GOVERNMENT ADVOCATE.

Appendix F G—1]

SUBJECT .....

.....

.....

Section Drc.

File No. 341-35

Serial No. 5

Diary No. of letter replied to.....

No. D 7131

To

The Dir. Drc

Sir,

Subject Opening of a new Emporium at Bangalore by Sri A. T. Acharya Tc.

Date of issue 26-4-37

Signed by M. K. Subba Rao

With ref. to correspondence ending with your letter No. D2-331/35-36 dated 16-3-37 on the above subject, I am directed to request that the draft deed of agreement may be revised in the light of the remarks of the G.A. contained in his letter No. 722 D 16-4-37 addressed to you and submitted for the Commissioner's kind perusal.

List of enclosures.....

Copied by .....

Examined by.....

Yours etc

for Secretary

22/4/37

WD 0521—GPB—30,000—12-3-37

21/4

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No: D 7131/IC 34-35-5 Dated, Bangalore, 24th April 1937

From

The *Secretary to the Government of His Highness the Maharaja of Mysore, Development Department.*

To

The Director of Industries and Commerce in Mysore.

SUBJECT:- Opening of a Mysore Emporium at Bangalore by Messrs. M.A.T. Acharya & Co.

Sir,

With reference to correspondence ending with your letter No.D2-331/35-36 dated 18th March 1937, on the above subject, I am directed to request that the draft agreement may be revised in the light of the remarks of the Government Advocate contained in his letter No.722 dated 16th April 1937 addressed to you and submitted for the consideration of Government.

I have the honor to be,
Sir,
Your most obedient servant,

For Secretary to Government,
Development Department.

S.R.2

Telegraphic Address:—"INDUSCOM."

GOVERNMENT OF MYSORE.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

28 APR. 1937

DEVELOPMENT BRANCH

In reply please refer to
No. D2.338/35-36
Encl. Two.

OFFICE OF THE DIRECTOR,

Dated Bangalore, 26th April 1937

JHC. 341-35-6

FROM

S. G. SASTRY, ESQ., B.A., M.Sc., F.C.S.,

Director of Industries and Commerce in Mysore,
Bangalore (India).

To

V.VEDAVYASACHARYA, ESQ., B.A.,
Secretary to the Government of Mysore,
Development Department,
Bangalore.

SIR,

Opening of a Mysore Emporium in Bangalore City.

***

In continuation of my letter of even No. dated the 27th March 1937, I have the honour to forward herewith, for kind information of Government, the letter No. 722 dated 16-4-1937 of the Government Advocate, returning the draft of the Agreement suggesting certain modifications. The modifications suggested will be duly incorporated and the agreement got executed.

The clause referring to the remittance of the sale proceeds weekly, instead of daily, requires the approval of Government. This may kindly be obtained and communicated to me to enable me to get the agreement executed. The Government Advocate's letter and the draft agreement may also kindly be returned when done with.

I have the honour to be,

Sir,

Your most obedient servant,

DIRECTOR.

BV2.

In reply please refer to
No. 722

OFFICE OF THE GOVERNMENT ADVOCATE
IN MYSORE,

Bangalore, 15th April *1937.*

16636
21 APR. 1937.
OFFICE OF THE GOVERNMENT ADVOCATE IN MYSORE

From

The Government Advocate
in Mysore, BANGALORE.

To

The Director of Industries & Commerce
in Mysore, BANGALORE.

Sir,

Re: Opening of the "Mysore Emporium"
in Bangalore City.

With reference to your letter No. D2-338 of 35-36 dated the 18th March 1937, re: draft of the agreement sent by you for scrutiny, in connection with the above, I have the honor to state as follows:-

(1). On page ~~three~~ 3, please add at the end of the first line "under this Agency Agreement".

(2) On page 4 after paragraph 16 please add the following para.

Without prejudice to any remedy Government may have against the Agents for breach or non-performance of this agreement, Government shall have the right summarily to terminate this agreement ----

(a) on the Agents committing a breach of any of its provisions or being guilty of misconduct, or

(b) if the Agents shall have any distress or execution levied upon their goods and effects, or

(c) on the Agents committing an act of bankruptcy or going into liquidation, or

(d) if there is a material change in the management, ownership, or policy of the Agents which is not approved

approved by Government, or

(e) for any other reason which the Government may deem fit in the circumstances of the case and the exercise of the power by the Government - under all or any of the clauses of this para shall not be questioned by the Agents.

(3) There is at least one point of difference between the draft agreement as signed by you and the Order of Government; that is while the Government Order provides for the daily remittances to the treasury, the agreement provides not for daily but for weekly remittances.

This is reported to before for at-present letter dt 27/3/37.

(4) There are some points of difference between your letter dated 18th March 1937 bearing No.D2-338/35-36 to the Development Secretary and the Agency Agreement. In the former, against the sandal wood oil factory, Rs.2000/- is shown and commission at 5 per cent. Whereas in the Agency Agreement, that is substituted by silks from silk factory. (Vide page 2 para 7). Again on page 3 para 11 with reference to the commission the same substitution occurs while the rate of commission is not altered. And in the same paragraph of the same page there is an addition of -- "specialities except lysol on which 12% alone will be allowed". This is not to be found in your letter referred to above.

- Types of is not available. In the mss however this was shown as S.W. Oy. perhaps in the Tair it was typed as "Sandalwood oil Oy." instead of "Silk Oy Oy." cl: in the Hence the draft Agree: is all right.

with regard to this in the letter it is clearly mentioned "vide details for the agreement." the details furnished in the Agreement are all right.

(5) The Agency Agreement has to be attested. This will be done.

(6) I do not quite see the need for Clause 19. When the principal authority namely the Government have entered into an agreement with the Emporium, I do not know whether the subordinates, i.e., the various concerns, should have also to

also to enter into separate agreements with the said - concern severally. Should there arise any necessity for any variation by way of addition or otherwise to this agreement ~~concern~~ on account of the special interest of the individual industrial concern then I believe the object may be - achieved by putting the contract through the principle authority viz., Government. As otherwise, complications may ensue in giving full effect to this root agreement as well as to the various subordinate contracts. But if there should be a necessity for the several concerns of the Government to enter into separate agreement with the Emporium directly apart from regulating their relationship with the Emporium through the Government in the - manner provided in this Deed, there may be a necessity for the clause. If you can kindly get me a sample of an agreement which any one of the several concerns may have to enter into with the Emporium, hereafter or has already entered into with the said Emporium, I shall give my opinion regarding this clause.

(7) The draft agreement received with your letter is herewith returned.

I have the honor to be,
Sir,
Your most obedient servant,

Government Advocate.

CSN/16.4.37

Dte-341-35-7

6/5/37

GEN. & REV. SECRETARIAT
8 MAY 1937

Tele {Phone No.—211
Grams—INDUSCOM.

In reply please quote number, date & short title

GOVERNMENT OF MYSORE DEVELOPMENT BRANCH.

DEPARTMENT OF INDUSTRIES AND COMMERCE.

From (Name) S.G. Sastry, Esq., B.A., F.Sc., F.C.S.,
(Designation) Director of Industries and Commerce in Mysore,
Station Bangalore.

To

V. Vedavyasacharya, Esq., B.A.,
Secretary to the Government of Mysore,
Development Department, Bangalore.

No D.2- 338/35-36 Dated 6th May 1937.

Enclosures...One

SIR,

MYSORE EMPORIUM, BANGALORE CITY.

In continuation of my letter of even number dated 27th April 1937 on the above subject, I have the honour to state for the information of Government that Messrs. M.A.T. Acharya and Co. have intimated to me that they have opened the Emporium with effect from 2nd instant, a copy of their letter of the 3rd instant is sent herewith for the inform-ation of Government.

I have the honour to be,
Sir,
Your most obedient servant,

For Director.
(Absent from Head-quarters on tour)

PSS. The matter in this paper correspondence & Govt have no papers at my office herein & the this communication could not be intelligible without previous papers which may be put up before answer to the Dewan

37

Letter dated 3rd May 1937 from Messrs. M.A.T. Acharya and Co., Sri Krishna Buildings, Avenue Road, Bangalore City to the Director of Industries and Commerce in Mysore, Bangalore.

We beg to acknowledge receipt of your letter No.D.2-338/35-36 of the 26th ultimo. The Emporium has already been arranged in the District Board Office Buildings and the sales have begun from the 2nd instant.

We have only received stocks from some of the institutions and we are awaiting stocks from other institutions.

At your service,

"C o p y"

A.X. Ramiengar
For Director. 6/5/37

PSS.

Tele {Phone No.—211
Grams—INDUSCOM.

In reply please quote number, date & short title

28 JUNE 1937

~~I&C:246-36-28~~
I&C 341-35-7

GOVERNMENT OF MYSORE
DEPARTMENT OF INDUSTRIES AND COMMERCE.

From (Name) S.G.Sastry, Esq., B.A., Msc., F.C.S.,
(Designation) Director of Industries & Commerce in Mysore,
Station Bangalore.

To M.Venkatanaranappa, Esq., B.A.,
Secretary to the Government of Mysore,
Development Department,
Bangalore.

No D2-338/35-36. Dated 25th June 1937,

Enclosures....2.....

SIR,

The Mysore Emporium - Bangalore city.

I have the honor to state that in accordance with G.O.No.D.1729-33/I&C.341-35-3 dated 4-9-1936 sanctioning the proposals for organising the above Emporium, the Government Electric Factory was required to send its goods for display and sale at this Emporium.

The Superintendent of the Electric Factory has been however, sending the goods to the Emporium independent of this arrangement and outside the terms of the agreement the agents, Messrs. M.A.T.Acharya & co., have to execute in this connection.

I enclose for the information of Government copies of my letter dated 26-5-1937 addressed to the Superintendent, of the Factory in this regard and of his reply No.8288 dated 27-5-1937 stating that he finds the independent arrangement more feasible for improving the sales of the Factory. I have, therefore, written to him stating that he can continue his own sales arrangements with the Firm restricting the supplies of the stocks to the limit of Rs.500/- already fixed.

The main file has been
noted to the Govt Advocate
for drawing up the proper
agreement to be executed
by M/s. M.A.T.Acharya & Co
and the present proposals
of the Dir. will have to be
incorporated in the agreement.
Submitted for orders if this may
be sent to the G.A. in continuation
ATR 3.
5/7

I have the honor to be,
S i r,
Your most obedient servant,

Director.

Letter No.8288 dated 27th May 1937 from the Superintendent, Government Electric Factory, Bangalore to the Director of Industries & Commerce in Mysore, Bangalore.

Re: Mysore Emporium - Bangalore.

With reference to your letter No.D2-338/35-36 dated 26-5-1937 on the above subject, we are enclosing herewith for your kind perusal a copy of our letter No.7424 dated 2nd April 1937 incorporating the terms of our understanding with Mr. S.A.Srinivasan regarding the sale of our products in the Emporium.

On comparison it will be observed that we have given them a 20% discount on the monthly sales and a 6¼% commission on orders booked instead of a uniform 6¼% We have also given them the option of remitting the sales proceeds once in a fortnight with the sales statement instead of daily or weekly.

Excepting for the two extra facilities, the other terms are essentially the same as those proposed by you and considering that we have offered identical terms to the Arts and Crafts Depot, Bangalore and Sri Chamarajendra Technical Institute, Mysore under your control, we hope you will not object to the terms proposed by us.

Moreover, we have a system of trade discount to other dealers in all places, which enables them to sell our products at our list prices and still get some benefit of the difference for themselves which is higher than 6¼%

Should this difference be denied to the Emporium not only we will not be fair with them but also the sales won't improve to any extent as there is no sufficient inducement.

We are looking forward for your kind acceptance of our proposals to Mr. S.A.Srinivasan, and in the meantime, we remain, yours faithfully,

---

"Copy"

Director of Industries &
Commerce in Mysore,
Bangalore. 25-6-1937.

ATR)

Letter No.D2-338/35-36 dated 26-5-1937 from the Director of Industries & Commerce in Mysore, Bangalore to the Superintendent, Government Electric Factory, Bangalore.

Mysore Emporium - Bangalore.

I write to inform you that Mr. S.A. Srinivasan, Sales Agent of the above Emporium, during his interview with me yesterday, mentioned that you had proposed to him to send the articles of your factory for sale in the Emporium independently and outside the terms of the Agreement he has to execute in favour of the undersigned, in accordance with Government order No.D.1729-33/I&C.341-35-3 dated 4-9-1936. In this connection I have to invite your attention to the above Government Order and to observe that as directed therein the Electric Factory cannot enter into any independent sales arrangements with the sales Agent, and its transactions with the Sales Agent should be covered by the terms of the agreement of the Sales Agent with the Department.

May I also request you to kindly let me know if you have sent to the Emporium any articles for exhibition and sale outside the arrangements ordered in the above Government Order?

"Copy"

Director.
25-6-1937.

ATR)

6

NV:162-4 18

EC:1

13th May 1936.

My Dear Mr. Wajid,

I enclose herewith for your perusal an extract typed from a pamphlet on Hettur which seems to have been prepared by the Director of Industries for the benefit of those starting new Industries near Hettur.

Yours sincerely,

MW.

S.Abdul Wajid, Esq., B.A.,
Director of Industries and Commerce,
Bangalore.

2. S.G. Sastry.
3. M.S. Krishna Rao.

42

Proceedings of the Government of H.H.
the Maharaja of Mysore.

---:0:---

Read:-

G.O. No.D.1729-33/I.&C.341-35-3 dated 4-9-36 sanctioning the recommendation of the Director of I. & C., to permit Messrs. M.A.T. Acharya & Co., to open a Central Emporium in Bangalore City for the display and sale of the products of the several concerns run by the State, for a period of two years on certain terms.

2. Correspondence ending with letter No. D2-338/35-36 dated 25-6-1937 from the Director of I.&C., forwarding, for approval, a -- draft of the agreement to be executed by -- Messrs. M. A. T. Acharya & Co., and recommending, for reasons stated, modification of some of the terms of the agency.

Order No.D. D 615-20 Cn1 /J&C341-35-8

Dated Bangalore the 21st July 1937.

The Director reports that the Govt. Electric Factory has made separate arrangements with the agents for the sale of its products in the Emporium and that he has, in the circumstances, informed the Factory to limit the value of its supplies to the Emporium to Rs.500/-. Govt. therefore direct that the supply of articles from other Industrial concerns to the Emporium be limited to Rs.4,500/-.

2. The Director also recommends (1) that the sale proceeds may be permitted to be remitted every week to the credit of the Dewan's -- Account in the Bank of Mysore Ltd., Bangalore

instead of daily to the Government Treasury as laid down in the Government Order read above, subject, however, to the condition that, should the receipts exceed Rs.500/- the collections would be remitted oftener, and (2) that the supplies to the firm be treated as outright sale, credit, however, being given to the firm for stocks returned before the end of three months.

Govt. are pleased to sanction the -- above modifications suggested by the Director.

3. A draft of the agreement as finally approved is appended to this order.

12/7/37

Secy. to Government,
Deb. Department

16.7.37

To

The Director of I.&C.
The Comptroller to Govt.
The Chairman, Govt. Elec. Factory.
-Do- Porcelain Factory.
The Chief Conservator of Forests.
The Director I.O.T.

AN AGREEMENT made this day of One Thousand Nine Hundred and Thirty Seven between Messrs. M.A.T.Acharya & co., (hereinafter called the Sales Agents) Sri Krishna Buildings, Bangalore city, which expression shall include all their representatives and successors in business of the one part and the Government of His Highness the Maharaja of Mysore, represented by the Director of Industries and Commerce in Mysore, hereinafter called the Government of the other part.

WHEREBY it is agreed as follows:-

1) The Agents are hereby appointed the Sales Agents of the Government for purposes of effecting sales of the products of the Government concerns detailed in para 7, in Bangalore City for two years from the date of this Indenture.

2) The Agents shall, on all their commercial documents and on the name plate and other indicia of their place of business describe themselves as "SALES AGENTS" for the Government and shall not describe themselves as Government Agents except in conjunction with the word "SALES".

3) The Agents shall not make purchases on behalf of or in any way pledge the credit of Government without their consent in writing.

4) The Agents shall be entitled to open an Emporium under the name of "Mysore Emporium" for the display and sale of the products of the Government concerns, detailed in para 7.

5) The Government shall however not undertake any responsibility for the operations of the Emporium

Emporium except to the extent expressly mentioned in this indenture.

6) The Agents shall have power to exhibit and sell in the Emporium all articles manufactured by the commercial concerns of the Government of Mysore, whether the agency for the sale of such articles is entrusted to them or not.

7) The security of Rs.4,500/- already given by the Agents towards their soap (Rs.4,000) and silk (Rs.500/-) agencies will be treated as a cover for the articles to be supplied to the "Mysore Emporium" on credit and goods will be sent to the Agents against their indents by the Government on credit to the extent of Rs.~~5,000/-~~ 4500 (Rupees Five Thousand only) as indicated below:-

~~Electric Factory Goods~~	...	~~Rs.500/-~~
Sandalwood Billets	...	" 250/-
Porcelain Factory	...	" 250/-
C.T.Institute	...	"1000/-
Silks from Silk Factory	...	"2000/-
Channapatna Indul:school	...	" 250/-
Khadi from Badanaval Spg centre.	...	" 250/-
Industrial and Testing Laboratory proprietory products.	...	" 500/-
		~~Rs.5,000/-~~ 4500/-

The goods supplied will be treated as an outright sale on credit to the Agents, their account being debited for the value of the goods supplied. The Agents shall however be at liberty to return any unsold goods to the concerns within a period of ~~four~~ three months from the date of their ~~supply~~ sale, in which case a credit for the value of the goods so returned will be given to the accounts of the Agents. No return of any goods after ~~four~~ three months of their ~~supply~~ sale shall

4b

shall be made by the Agents and accepted by the concerns. If the Agents fail to return any articles remaining unsold, within the said period of ~~three~~ three months, they will treat the articles as purchased by them, for cash, and remit the amount to the ~~Treasury~~ Bank along with other realisations. The agents will conform to the instructions to be issued by the concerns or the Government in regard to the procedure of preparing of receipts, credit of money and selling prices etc. Receipts on account of sales should be credited ~~to~~ in the Bank of Mysore once every week, i.e., every Saturday or the previous working day, if Saturday will be a holiday, ~~to the account of the "Dewan of Mysore"~~ subject to the condition that should the receipts exceed Rs.500/- during the week, they should be remitted to the Bank oftener.

8) The sales effected by the Agents in the Emporium will be for cash only.

9) The Agents shall maintain correct and complete accounts and records of all goods received by them under this Agency Agreement and all sales, receipts, payments and other transactions concerning the same. The Government or any other person as may be authorised by Government in this behalf shall have free and unrestrained liberty and power to examine and inspect all such accounts and records and stock and to take any extracts or copies from the said accounts and records or any part thereof.

10) The Agents shall submit to Government (in such manner as may be prescribed by Government) true and complete accounts regularly on the 15th of each month

month of all transactions effected during the previous month and furnish any further information or statements in the form required by the Government. Such accounts shall among other particulars show the details respecting sales, the stock of the goods received, disposed of and remaining on hand, remittances sent to Government with the dates and duplicate chellans.

11) As remuneration for their services, the Agents will be paid commission on the sale of goods of the several concerns as indicated below:-

1)	~~Government~~ Electric Factory goods	... 6¼%
2)	Sandalwood Billets from Forest Dept.	... 4½%
3)	Porcelain factory articles.	... 3 1/8 %
4)	Articles of C.T.Institute.	... 12½ %
5)	-do- Silk Factory	... 5%
6)	-do- Channapatna Indl:school	... 12½%
7)	-do- Badanaval Spg Centre.	... 6¼%
8)	-do- Industrial and Testing Laboratory on B.P. and B.P.C & other official and non-proprietory products: plus a discount of 2½% as bonus on every Rs.500/- and above business.	... 12½%
	On specialities except Lysol on which 12½% only will be allowed.	... 20%

The Commission payable to the Agents as above will be paid once every month by the Government on receipt of a bill for commission from them.

12) Beyond the payment of the commission as indicated in para 11, Government will not be committed to the payment of any amounts to the Agents towards the running and other expenses of the Emporium which will be met by the Agents in full by themselves.

13) The Agents shall have power to arrange to display and sell in the Emporium other goods of Mysore origin by arrangement with the manufacturers and receive commission from the manufacturers. The accounts

The accounts relating to the receipt and sale of goods of private manufacturers will be kept distinct from the accounts of the Government Concerns.

14) The Agents shall have no right of action whatsoever against Government for any delay occasioned by shortage of stock or any delays in transit or delivery of the goods.

15) On the termination of this agreement, howsoever occasioned the Agents shall forthwith ~~deliver~~ return to the Government all the unsold goods remaining with ~~entrusted to~~ them ~~by the Government~~ and shall account to Government for the value of any deficiency that may appear in such stock.

15 ~~16~~) Notwithstanding anything contained in para 1 - Supra, either party to this agreement shall be entitled to terminate the agreement on giving three months' notice in writing to that effect. Without prejudice to any remedy Government may have against the Agents for breach or non-performance of this agreement, Government shall have the right summarily to terminate this agreement:-

a) on the Agents committing a breach of any of its provisions or being guilty of misconduct or,

b) if the Agents shall have any distress or execution levied upon their goods and effects or,

c) on the Agents committing an act of bankruptcy or going into liquidation or

d) if there is a material change in the management, ownership, or policy of the Agents which is not approved by Government or,

e) for any other reason which the Government may deem fit in the circumstances of the case and the exercise of the power by the Government under all or any of the clauses of this para shall not be questioned by the Agents.

16 ~~17~~) The benefit of this agreement shall not, without the consent in writing of the Government, be assignable.

17 ~~18~~) The interpretation of this agreement and the rights and obligations under it of the parties thereto shall be made and determined by Government which will be final and be accepted by the Agents.

IN WITNESS WHEREOF the parties hereto have set their hand and seal the day and year first above written.

A G E N T S.

Witness.

Director of Rtc.

(1)

(2)

Director

26.5

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS
THE MAHARAJA OF MYSORE

Read:-

Government Order No.D.1729-33/I&C.341-35-3 dated 4th September 1936 sanctioning the recommendation of the Director of Industries and Commerce to permit Messrs. M.A.T.Acharya and Co., to open a Central Emporium in Bangalore City for the display and sale of the products of the several concerns run by the State, for a period of two years on certain terms.

2. Correspondence ending with letter No.D2-338/35-36 dated 25th June 1937 from the Director of Industries and Commerce forwarding, for approval, a draft of the agreement to be executed by Messrs M.A.T. Acharya and Co., and recommending, for reasons stated, modification of some of the terms of the agency.

Order No.D.615/Encl.1/I&C.341-35-8
dated Bangalore, the 21st July 1937.

The Director reports that the Government Electric Factory has made separate arrangements with the agents for the sale of its products in the Emporium and that he has, in the circumstances, informed the Factory to limit the value of its supplies to the Emporium to Rs500. Government therefore direct that the supply of articles from other industrial concerns to the Emporium be limited to Rs4,500.

2. The Director also recommends (i) that the sale proceeds may be permitted to be remitted every week to the credit of the Dewan's Account in the Bank of Mysore Ltd., Bangalore instead of daily to the Government Treasury as laid down in the Government Order read above, subject, however, to the condition that, should the receipts exceed Rs500 the collections would be remitted oftener; and (2) that the supplies to the firm be treated as outright sale, credit, however, being given to the firm for stocks returned before the end of three months.

Government are pleased to sanction the above modifications

51

suggested by the Director.

3. A draft of the agreement as finally approved is appended to this order.

K. Sreenivasa

Secretary to Government
Development Department.

To

The Director of Industries and Commerce in Mysore

The Comptroller to Government of Mysore

The Chairman, Government Electric Factory

The Chairman, Government Porcelain Factory

The Chief Conservator of Forests in Mysore

The Director of Sandalwood Oil Factory